

OK 1/14/10 9:01:23  
OK DK T BK 3,125 PG 86  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

Property: Sandidge Hills  
Olive Branch, MS  
Servicer Loan # 101072350

Pool # 629855PN  
Project # 065-35606

### ASSIGNMENT OF Deed of Trust

Capmark Finance Inc., Debtor-In-Possession, a California corporation, whose address is 116 WELSH ROAD, HORSHAM, PENNSYLVANIA 19044 ("Capmark"), as the holder of the instrument hereinafter described and for good and valuable consideration hereby endorses, assigns, sells, transfers and delivers to

**Berkadia Commercial Mortgage LLC**  
118 Welsh Road  
Horsham PA 19044

its successors, participants and assigns (collectively, "Assignee"), all right, title and interest of Berkadia Commercial Mortgage LLC in and to the following:

A Deed of Trust, by **Sandidge Hill Ltd**, the ("Borrower"), **Greystone Servicing Corporation Inc.** [and "GREYSTONE" ] dated as of **6/24/2004**, and recorded **6/29/2004**, recording info: **Book 2018, Page 616**, in the DeSoto County, **Mississippi** records, securing the payment of a Promissory Note (the "Note"), dated of even date, in the original principal amount of **\$1,004,800.00** made by the Borrower, payable to the order of **GREYSTONE**, and encumbering the property described in Exhibit "A" attached hereto and by this reference made a part hereof.

Together with any and all notes and obligations therein described, the debt secured thereby and all sums of money due and to become due thereon, with the interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Berkadia Commercial Mortgage LLC hereunder possesses or to which

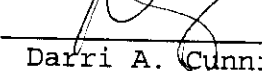
Berkadia Commercial Mortgage LLC is otherwise entitled as additional security for the payment of the Note and other obligations described herein.

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This Assignment shall be governed in all respects by the laws of the state in which the aforementioned instruments were recorded and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Capmark has duly executed this Assignment as of the 9<sup>th</sup> of December, 2009.

Capmark Finance Inc., Debtor-In-Possession  
A California Corporation

by:   
Darri A. Cunningham  
Vice President


STATE OF PENNSYLVANIA

ss:

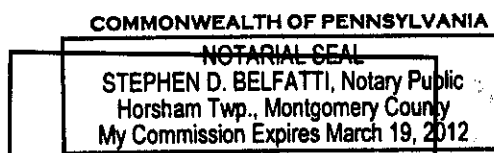
COUNTY OF MONTGOMERY

On the 9<sup>th</sup> day of December, 2009, before me Stephen D. Belfatti, a Notary Public in and for the said State, personally appeared **Darri A. Cunningham, Vice President** of Capmark Finance Inc., Debtor-In-Possession, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

In Witness Whereof, I have hereunto set my hand and official seal

  
Notary Public

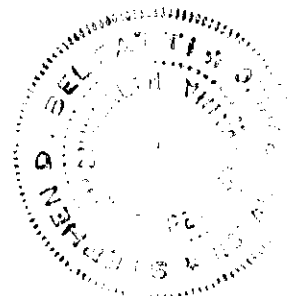
My Commission Expires:



Prepared by:  
CT Lien Solutions  
PO Box 29071, Glendale, CA 91209-9071  
800-331-3282

When recorded mail to:  
CT Lien Solutions 21311429  
PO Box 29071, Glendale, CA 91209-9071  
CTLS ID: CFI1407

Loan:101072350 Proj:065-35606



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

DK T BK 3, 125 PG 88

Part of the M.C. Gales and wife, Ludie Gales tract as described in record Book 35, Page 374 of record in the Register's Office DeSoto County, Mississippi, said tract of land situated in Section 32, Township 1, Range 6 West, and being more particularly described as follows:

Commencing at the southeast corner of Section 32, Township 1 South, Range 6 West, and running thence South 85 degrees 13' West 788.7 feet to a point; thence North 05 degrees 30' West 40 feet to the point of beginning; thence North 05 degrees 30 minutes West with the west line of the James Humphries tract 544 feet to a point; thence South 84 degrees 25' 33" West 400 feet to a point; thence South 05 degrees 30 minutes east 544 feet to a point in the north line of Sandidge Road; thence North 84 degrees 25' 33" East with the North line of Sandidge Road 400 feet to the point of beginning and containing 5.00 acres.

10-1072350